

# M

CHFP041

Please do not  
write in  
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Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering

\* insert full name  
of company

If there is not enough  
space on this form  
you may use the  
prescribed  
continuation sheet  
410cs

COMPANIES FORM No. 410(Scot)

## Particulars of a charge created by a company registered in Scotland

A fee of £13 is payable to Companies House in respect of  
each register entry for a mortgage or charge

Pursuant to section 410 of the Companies Act 1985

For official use Company number

To the Registrar of Companies  
(Address overleaf - Note 6)

Name of company

\*SUMMERSTON ENERGY LIMITED, a company incorporated under the law of  
Scotland having its registered office at Princes Exchange, 1 Earl Grey  
Street, Edinburgh, EH3 9BN (the **Assignor**)

Date of creation of the charge (note 1)

30 March 2006

Description of the instrument (if any) creating or evidencing the charge (note 1)

Assignment in Security (the **Assignment**)

Amount secured by the charge

All present and future obligations and liabilities of the Assignor to the  
Bank under the Assignment and under the Facility Agreement, each other  
Finance Document and/or any deed or document supplemental thereto, whether  
actual, contingent, sole, joint and/or several or otherwise including,  
without prejudice to the foregoing generality, all obligations thereunder  
to indemnify the Bank (the **Secured Liabilities**).

Names and addresses of the persons entitled to the charge

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND acting through its  
Corporate Banking Division at New Ueberior House, 11 Earl Grey Street,  
Edinburgh EH3 9BN (the **Bank**)

Presentor's name, address, telephone  
number and reference (if any):

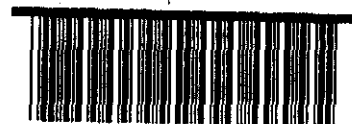
Dundas & Wilson CS LLP  
Saltire Court  
20 Castle Terrace  
Edinburgh EH1 2EN

QA1MP5/BJS001.1487

For official use (01/2006)

Charges Section

Post room



SCT SR1NREJV 0105  
COMPANIES HOUSE 13/04/06

**Short particulars of all the property charged**

In security of the due and punctual payment and performance by the Assignor of the Secured Liabilities, the Assignor assigns to the Bank its whole right, title, interest and benefit in and to:

1. the Contract; and
2. all Rights of the Assignor relative to the Contract.

*Please do not write in this margin*

*Please complete legibly, preferably in black type, or bold block lettering*

*If there is not enough space on this form you may use the prescribed continuation sheet 410cs*

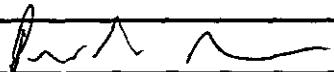
**Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)**

N/A

**Particulars as to commission, allowance or discount paid (see section 413(3))**

N/A

Signed



Date

12 April 2013

On behalf of [company] [chargee] †

*A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)*

**Notes**

1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)

2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/ or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

3. A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.

4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.

5. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.

6. The address of the Registrar of Companies is: Companies House, 37 Castle Terrace, Edinburgh EH1 2EB  
DX 235 Edinburgh or LP-4 Edinburgh 2

† delete as appropriate

Definitions applicable to the foregoing Form 410 and Paper Apart 1 in respect of the Assignment dated 21 and 28 March 2006 by the Assignor in favour of the Bank.

**Amendment Date** means 16 October 2001;

**Borrower** means CLPE Projects 2 Limited, (Company No. 3966429) (formerly known as Ridgewood Renewable Projects 2 Limited) whose registered office is at Unit 14 – 15 Queensbrook, Bolton Technology Exchange, Spa Road, Bolton, BL1 4AY;

**Borrowing Base Companies** has the meaning ascribed thereto in the Facility Agreement;

**Contract** means the replacement power purchase agreement between the Assignor and NFPA Scotland Limited executed on 20 and 31 December 2005;

**English Subsidiaries** means, together, the Project Companies incorporated in England and Wales;

**Facility Agreement** means the facility agreement (dated 5 July 2000 as amended and restated by and Amendment and Restatement Agreement dated 16 October 2001, a Second Amendment and Restatement Agreement dated 12 September 2003 and a Third Amendment and Restatement Agreement dated 30 September 2004) between the Borrower, the Parent, the Assignor, the other Project Companies and the Bank and includes reference to all amendments and variations thereof and supplements thereto from time to time in force;

**Finance Documents** is means the Facility Agreement, the Security Documents, the Letter of Subordination, the Direct Agreements, the Insurance Programme, the Shareholders Undertaking, the Hedging Agreements (each as defined in the Facility Agreement) and any other documents designated as such by the Bank and the Assignor;

**Parent** means CLPE 1999 Limited (Company No. 3966436) whose registered office is at Unit 14 – 15 Queensbrook, Bolton Technology Exchange, Spa Road, Bolton, BL1 4AY;

**Project Companies** has the meaning ascribed thereto in Schedule 1 to the Facility Agreement a copy of which is attached at Paper Apart 1;

**Rights** in relation to any contract, agreement or arrangement includes:

- (a) the right to receive all and any moneys payable thereunder;
- (b) the proceeds of any payment thereunder;
- (c) all claims for damages for any breach thereof (except for a breach by the Assignor);

- (d) the benefit of all warranties and indemnities contained therein;
- (e) any right to terminate the same; and
- (f) the right to perform and observe the provisions of the same and to compel the performance and observance of the same;

**RRP** means CLPE PROJECTS 1 LIMITED (Company No 3465468), (previously known as Ridgewood Renewable Projects Limited), whose registered office is at Unit 14 – 15 Queensbrook, Bolton Technology Exchange, Spa Road, Bolton BL1 4AY;

**Scottish Subsidiary** means a Project Company incorporated in Scotland.

This is Paper Apart 1 referred to in the foregoing Form 410 in respect of the Assignment dated 21 and 28 March 2006 by the Assignor in favour of the Bank.

## SCHEDULE 1

### Project Companies

#### Part 1

#### Original Project Companies owned by RRP

<b>Company</b>	<b>Company No.</b>	<b>Registered Office/Place of Incorporation</b>
<b>(A) English Subsidiaries</b>		
Bellhouse Energy Limited	3466081	Unit 14 – 15 Queensbrook Bolton Technology Exchange Spa Road Bolton BL1 4AY
Whinney Hill Energy Limited	3466084	Unit 14 – 15 Queensbrook Bolton Technology Exchange Spa Road Bolton BL1 4AY
Chelson Meadow Energy Limited	3363593	Unit 14 – 15 Queensbrook Bolton Technology Exchange Spa Road Bolton BL1 4AY
United Mines Energy Limited	3267862	Unit 14 – 15 Queensbrook Bolton Technology Exchange Spa Road Bolton BL1 4AY
<b>(B) Scottish Subsidiary</b>		
Summerston Energy Limited	SC180874	Princes Exchange 1 Earl Grey Street Edinburgh EH3 9BN

## Part 2

### Target Project Companies wholly owned by the Borrower

Beighton Energy Limited	3754260	Unit 14 – 15 Queensbrook Bolton Technology Exchange Spa Road Bolton BL1 4AY
Cotesbach Energy Limited	3754267	Unit 14 – 15 Queensbrook Bolton Technology Exchange Spa Road Bolton BL1 4AY
Queens Park Road Energy Limited	3757614	Unit 14 – 15 Queensbrook Bolton Technology Exchange Spa Road Bolton BL1 4AY
Skelbrooke Energy Limited	3680648	Unit 14 – 15 Queensbrook Bolton Technology Exchange Spa Road Bolton BL1 4AY

## Part 3

**The Additional Project Companies which have become Borrowing Base Companies  
since the Amendment Date**

<b>Company</b>	<b>Company No.</b>	<b>Registered Office/Place of Incorporation</b>
<b>(A) English Subsidiaries</b>		
Bolam Energy Limited	3754388	Unit 14 – 15 Queensbrook Bolton Technology Exchange Spa Road Bolton BL1 4AY
Colsterworth Energy Limited	3754388	Unit 14 – 15 Queensbrook Bolton Technology Exchange Spa Road Bolton BL1 4AY
Cannon Bridge Energy Limited	3754257	Unit 14 – 15 Queensbrook Bolton Technology Exchange Spa Road Bolton BL1 4AY
Wetherden Energy Limited	3680643	Unit 14 – 15 Queensbrook Bolton Technology Exchange Spa Road Bolton BL1 4AY
March Energy Limited	3754295	Unit 14 – 15 Queensbrook Bolton Technology Exchange Spa Road Bolton BL1 4AY
<b>(B) Scottish Subsidiaries</b>		
Auchencarroch Energy Limited	SC195539	Princes Exchange 1 Earl Grey Street Edinburgh EH3 9BN



**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

Company number 180874

I hereby certify that a charge created by

SUMMERSTON ENERGY LIMITED

on 30 MARCH 2006

for securing

ALL SUMS DUE UNDER THE ASSIGNATION AND UNDER THE FACILITY  
AGREEMENT, EACH OTHER FINANCE DOCUMENT AND ANY DEED OR  
DOCUMENT SUPPLEMENTAL THERETO

in favour of

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND

was delivered pursuant to section 410 of the Companies Act, 1985,  
on 13 APRIL 2006 given at Companies House, Edinburgh  
19 APRIL 2006



**C O M P A N I E S H O U S E**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES